

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. Contract ID Code 12	Page 1	Pages 2
2. AMENDMENT/MODIFICATION NO. 28	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	PS52/MMC	7. ADMINISTERED BY (If other than Item 6) CODE		PS52/
Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		Glen Alexander Ph.: 256-544-3797 Fax: 256-544-2934 Email: Glen.A.Alexander@nasa.gov AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)		(x)	9A. AMENDMENT OF SOLICITATION NO.
Bastion Technologies, Inc. 17625 El Camino Real, Suite 330 Houston, TX 77058			
			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. NNM07AA74C
			10B. DATED (SEE ITEM 13) 01/12/07
CODE	SAP ID# 100289	FACILITY CODE	CAGE 1PM71

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
N/A

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
X	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return    copies to the issuing office.

	MAXIMUM QUANTITY (ref. Clause B-1, Table B-1)			TASK ORDER CUMULATION (ref. Clause B.2, Table B-2)			Total Funding Allotted
	Total Potential Estimated	Total Potential Award Fee	Total Potential Contract Value	Estimated Cost	Estimated Award. Fee	Total Task Order Values	
	Cost	Award Fee	Contract Value	Cost	Award. Fee	Values	
Previous	(b)(4)		\$100,305,464	(b)(4)			\$42,402,757
This Mod			\$0				\$0
New Total			\$100,305,464				\$42,402,757

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Glen Alexander Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY _____	February 24, 2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

The purpose of this modification is to incorporate Department of Labor Wage Determination 2005-2008 (Revision 9) into the contract with a retroactively effective date of February 24, 2009. The foregoing action is implemented by the inclusion of the following modifications.

A. Clause G.9., STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES, paragraph A., Classification, Grades and Rates, is revised to reflect updated hourly rates for Year 2.

B. Attachment J-3 SCA Wage Determination No. 2005-2008 (Revision 7) is hereby replaced in its entirety by Attachment J-3 SCA Age Determination No. 2005-2008 (Revision 9).

C. The modification(s) made above is reflected in total on the change page(s) enclosed herein. In order to reflect the change(s) made, the page(s) listed below are hereby deleted from, or added to, Contract NNM07AA74C.

<u>Page(s) Deleted</u>	<u>Page(s) Added</u>
G-8 – G-9 (Mod 25)	G-8 – G9 (Mod 28)
J-3-1 – J-3-10 (Mod 25)	J-3-1 – J-3-9 (Mod 28)

D. All other terms and conditions of contract NNM07AA74C remain unchanged.

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- (b) The Contractor shall establish procedures to ensure that each badged employee is properly cleared in accordance with MSFC Form 383-1, "Contractor Employee Clearance Document," prior to finalization of employment termination.
- (c) Requests for copies of MSFC Forms 383-1, and 1739 shall be directed to the MSFC Protective Services Department, Marshall Space Flight Center, Alabama 35812.

(End of clause)

**G.8 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)**

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

(End of clause)

**G.9 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (52.222-42)(MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY:  
IT IS NOT A WAGE DETERMINATION

A. Classification, Grades and Rates

<u>Classification</u>	<u>Grade</u>	<u>Hourly Rate</u>
Administrative Assistant	GS-07	\$ 21.27
Computer Systems Analyst I	GS-09	\$ 22.73
Computer Systems Analyst II	GS-11	\$ 27.50
Computer Programmer I	GS-05	\$ 15.01
Computer Programmer II	GS-07	\$ 18.58
Computer Programmer III	GS-09	\$ 22.73
General Clerk II	GS-02	\$ 11.78
	G-8 (Mod 28)	
Quality Control Inspector I	GS-09 *	\$ 22.73

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Quality Control Inspector II	GS-11 *	\$ 27.50
Quality Control Inspector III	GS-12 *	\$ 32.96
Secretary I	GS-04	\$ 15.32
Secretary II	GS-05	\$ 17.16
Secretary III	GS-06	\$ 19.14

\* The Federal Grade Equivalent (FGE) is one FGE grade above the classification that performs the work being inspected.

B. Fringe Benefits (applicable to all classifications)

1. Health and Insurance

Life, accident, and health insurance and sick leave programs, twenty-five percent (25%) of basic hourly rate.

2. Holidays

- |                                  |                     |
|----------------------------------|---------------------|
| a. New Year's Day                | f. Labor Day        |
| b. Martin Luther King's Birthday | g. Columbus Day     |
| c. President's Day               | h. Veterans Day     |
| d. Memorial Day                  | i. Thanksgiving Day |
| e. Independence Day              | j. Christmas Day    |

3. Vacation or Paid Leave

- a. 2 hours of annual leave each week for an employee with less than three years of service.
- b. 3 hours of annual leave each week for an employee with three but less than fifteen years of service.
- c. 4 hours of annual leave each week for an employee with fifteen or more years of service.

4. Retirement

1.5 percent of basic hourly rate plus Thrift Savings Plan plus Social Security.

(End of clause)

[END OF SECTION]